

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

DIGITAL EGG INVESTMENTS, LLC

Plaintiff,

v.

GREEN STANDARD NEW TECHNOLOGY
SOLUTIONS, LLC, JERIC S. DEVELA,
and CHARLES YANEZ,

Defendants.

Civil Action – Law

No. 21cv1762

**AFFIDAVIT IN SUPPORT OF MOTION FOR DEFAULT JUDGMENT FOR A SUM
CERTAIN AS TO DEFENDANTS GREEN STANDARD NEW TECHNOLOGY
SOLUTIONS, LLC AND JERIC S. DEVELA PURSUANT TO FED. R. CIV. P. 55(b)(1)**

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF DAUPHIN

:

:

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Josh Gray, of full age, being duly sworn upon oath according to law, hereby deposes and says:

1. I am the President of Plaintiff Digital Egg Investments, LLC (“Plaintiff”). The facts set forth herein are based on my personal knowledge and the business records of the Plaintiff.

2. This affidavit is submitted pursuant to Fed. R. Civ. P. 55(b) in support of Plaintiff’s Motion for Default Judgment in a sum certain against Defendants Green Standard New Technology Solutions, LLC (“Green Standard”) and Jeric S. Devela (“Devela” together with Green Standard the “Defendants”) for failure to answer or otherwise defend as to the Complaint in this action.

FACTUAL BACKGROUND SET FORTH IN THE COMPLAINT

3. As set forth in the Complaint, this is an action for breach of contract, fraud, conspiracy to commit fraud, aiding and abetting a fraud, conversion, negligent misrepresentation, and unjust enrichment.

4. In March 2021, Plaintiff agreed to purchase certain Ethereum mining GPU Cards from Green Standard ("GPU Cards") which were uniquely suited to Ethereum mining operations. These GPU Cards were scarce commodities due to high demand, yet Defendants promised Plaintiff repeatedly that Defendants had multiple supply sources in the United States and overseas which could deliver the GPU Cards within a matter of weeks. Based on these representations by the Defendants, the Plaintiff placed a large order with the Defendants and pre-paid for the order. On March 2, 2021, Plaintiff wired \$250,800.00 to GSNT ("Pre-Paid Funds") as pre-payment for the GPU Cards. A copy of the 600 GPU Invoice is attached as Exhibit A (and for some unknown reason is dated January 8, 2021).

5. Plaintiff ordered 70 central processing units uniquely needed for Ethereum mining operations (collectively, the "CPU Units") for a total purchase price of \$16,940.00. Again, Plaintiff pre-paid for the CPU Units (the "CPU Invoice"). On April 5, 2021, GSNT issued an invoice for the CPU Units, a copy of which is attached as Exhibit B. GSNT applied a portion of the Pre-Paid Funds to cover the cost of the CPU Invoice.

6. Defendants **never** delivered the GPU Cards. Worse yet, Defendants engaged in an elaborate fraudulent scheme by fraudulently representing on multiple occasions to the Plaintiff for months that the delivery of the GPU Cards was imminent or had even taken place when Defendants knew each and every one of such promises and representations were false. At one point to perpetuate the fraud, the Defendants even generated fake shipping labels with UPS

and falsely promised that a delivery was imminent. Based on these false representations, Plaintiff never sought to purchase the GPU Cards from another vendor.

DEFAULTS

7. The summons and complaint in this action were duly served upon Defendants Green Standard and Devela, the deadline to respond to the complaint has passed, and Defendants Green Standard and Devela have failed to respond or otherwise answer the Complaint.

8. On December 21, 2021, the Clerk entered Defaults as to Green Standard and Devela (Dkts. 11,12) copies of which are attached as **Exhibit C**.

BALANCE DUE

9. The damages here are fixed and can easily be calculated.

10. As of September 22, 2021, Plaintiff has suffered damages in the total amount of \$621,580.03, as follows:

\$122,162.00 in Pre-Paid Funds for GPU Cards never delivered

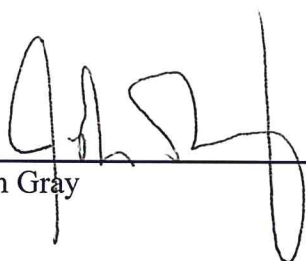
\$16,940.00 as reimbursement for CPUs sold to Plaintiff which are useless without the GPU Cards

\$482,478.03 in lost profits

11. In this situation, lost profits can be easily calculated due to the fixed and certain nature of Ethereum mining operations. Attached as Exhibit D is a spreadsheet setting forth the damage calculation. The number of coins which could be generated on a given day is fixed and certain and driven by processor speeds (known as hashing power in the industry). Likewise, the fair market value of coins on a given day is fixed and certain and are listed in any public crypto exchange such as coinmarketcap.com (the exchange used here in the spreadsheet). Lost profits equal the total number of coins which could not be generated due to the failure of Defendants to

provide the CPU Cards multiplied by the fair market value of those coins. Here, that total is \$482,478.03.

12. Therefore, Plaintiff respectfully requests the entry of judgment on all counts of the Complaint against Defendants Green Standard and Devela jointly and severally, in the amount of \$621,580.03 as of September 22, 2021.



Josh Gray

SWORN TO BEFORE ME this

13th day of January 2022



NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Cindy M. Snow, Notary Public
Cumberland County
My commission expires June 15, 2023
Commission number 1291379